

SUPERINTENDENT EMPLOYMENT CONTRACT
CRITTENDEN COUNTY SCHOOLS
MARION, KENTUCKY

This CONTRACTUAL AGREEMENT, made and entered into this 25th day of January 2012, by and between the BOARD OF EDUCATION OF CRITTENDEN COUNTY, KENTUCKY (hereinafter, "BOARD") of 601 West Elm Street, Marion, Kentucky 42064, and DR. RACHEL YARBROUGH (hereinafter, "SUPERINTENDENT"), of 62 Beech Tree Lane, Madisonville, Kentucky 42431, and authorized by action at a lawful meeting of the Board held on the 24th day of January 2012, and as found in the minutes of that meeting, WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agrees as follows:

1. **TERM OF EMPLOYMENT.** SUPERINTENDENT is hereby hired and retained for a term commencing effective July 1, 2012 and continuing on to June 30, 2016, as Superintendent of Schools for the Crittenden County School District of Marion, Crittenden County, Kentucky. Prior to commencing employment, SUPERINTENDENT shall furnish to the BOARD a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD, and compliant with KRS 160.350.
2. **DUTIES.** The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and those duties as set forth by the Policies and Procedures of the BOARD. Further, the SUPERINTENDENT shall act as Secretary to the BOARD and shall have all other duties and responsibilities as may be needed from time to time as assigned to the Superintendent by the BOARD.
3. **OUTSIDE ACTIVITIES.** The SUPERINTENDENT shall devote her time, attention, and energy to the business of the Crittenden County School District. The SUPERINTENDENT and the BOARD recognize the advisability and, on occasion, the necessity of the SUPERINTENDENT to attend, teach or lead seminars, courses and/or programs conducted or sponsored at the local, state and national levels. It is understood and agreed by the parties hereto that the BOARD shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees, travel, and subsistence expenses as may be approved by the BOARD or as may be set forth in the Policies and Procedures of the BOARD. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Crittenden County School District. The BOARD shall have ultimate discretion in

determining the SUPERINTENDENT'S attendance and amount of monies to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar and/or program wherein she is compensated as a trainer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the BOARD shall not pay the SUPERINTENDENT'S expenses involved with such functions. Further, the SUPERINTENDENT'S involvement as a compensated lecturer or consultant shall be limited to a maximum of five (5) days a school year.

4. **COMPENSATION.** The BOARD hereby agrees to compensate the SUPERINTENDENT a salary of One Hundred Seven Thousand Dollars (\$107,000.00) per school calendar year (July 1 – June 30). Said salary shall be paid subject to the Policies and Procedures of the BOARD.

At the end of each school calendar year, the SUPERINTENDENT shall receive an increase in salary consistent with the average percentage of increase given statewide to all certified school employees but not to exceed Two Thousand Five Hundred Dollars (\$2,500.00 unless the BOARD and SUPERINTENDENT negotiate an increase above the \$2,500 increase.) Further, in the event the BOARD must take action inconsistent with the percentage increases given statewide due to budgetary concerns, which results in this District's employees receiving less than the statewide increases, then in such a situation the SUPERINTENDENT'S salary increase shall be subject to negotiation between the BOARD and the SUPERINTENDENT.

5. **EVALUATION.** The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT. The BOARD shall devote a portion of one meeting, at least annually, to an evaluation of the SUPERINTENDENT'S performance and to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. Such annual discussions shall be held in executive closed session at a scheduled BOARD meeting.

6. **WORKING DAYS AND BENEFITS:**

- a. Working Days: The parties hereto provide and agree that each school year, from July 1 through June 30, during the term of this Contract, shall consist of 240 working days. If the SUPERINTENDENT elects to not work for five (5) or more days consecutively, this shall be subject to the approval of the BOARD.

- b. Vacation: The SUPERINTENDENT shall receive ten (10) vacation days per year of this Contract. Vacation days are included in the 240 working days. Vacation days not used will not roll over into any subsequent school year.
- c. Holidays: As a twelve-month employee, the SUPERINTENDENT shall receive pay for up to six (6) holidays throughout the school year in compliance with Section 3.122 of the Policies and Procedures of the BAORD. Holidays are included in the 240 working days.
- d. Sick Days: The SUPERINTENDENT shall have ten (10) sick leave days per school calendar year available to her that are governed and regulated by Section 3.1232 of the Policies and Procedures of the BOARD for all certified employees.
- e. Personal/Emergency Leave: The SUPERINTENDENT shall have three (3) personal/emergency leave days per school calendar year available to her that are governed and regulated by Section 3.1231 of the Policies and Procedures of the BOARD for all certified school employees.
- f. Health Insurance: It is acknowledged that the SUPERINTENDENT shall participate in the state health insurance plan on the same basis as any other state certified school employee of the Crittenden County School District.
- g. Expenses: The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by the SUPERINTENDENT in the continuing performance of her duties under this contract, as determined by the BOARD and in compliance with the applicable Policies and Procedure of the BOARD.
- h. Professional and Civic Dues: The BOARD recognizes the mutual benefit derived by the SUPERINTENDENT and the BOARD by and through the SUPERINTENDENT'S membership in certain professional and civic organizations. The BOARD shall be responsible for the SUPERINTENDENT'S membership dues to the Kentucky Association of School Administrators, the Kentucky Association for School Superintendents and the Association for Supervision and Curriculum Development.
- i. Automobile Expenses: The SUPERINTENDENT shall be reimbursed for mileage expenditures as laid out and provided for in Section 3.125 of the Policies and Procedures of the BOARD.

- j. Retirement Benefits: The SUPERINTENDENT shall have the same retirement benefits as provided for state certified employees under the Kentucky Teacher's Retirement System and as in the Policies and Procedures of the BOARD. The SUPERINTENDENT shall be responsible for the employee's contribution to Kentucky Teacher's Retirement System.
- 7. **CRIMINAL BACKGROUND CHECK.** The parties hereto agree and provide that this Contract is subject to a criminal background check of the SUPERINTENDENT and further that in the event said criminal background check produces information to which the BOARD did not review during the interview and consideration of the SUPERINTENDENT, the contract is null and void and there shall be no standing obligation to abide by the contract's terms.
- 8. **VIOLATION OF FEDERAL OR STATE LAW.** The SUPERINTENDENT hereby provides that in the event she is investigated and/or charged for a crime or regulation violation of federal or state law, she shall inform the BOARD within 48 hours of the situation. Further, if the BOARD is informed of such conduct, the BOARD shall have the opportunity to review the continuation of the SUPERINTENDENT'S contract with the SUPERINTENDENT if such conduct does rise to the level of conduct unbecoming of an educator and/or results in license suspension or revocation by the Professional Standards Board.
- 9. **NOTICE.** Any notice or communication permitted or required under this contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, and addressed to the following:
 - a. If to the BOARD, address to: Chairperson, Board of Education, Crittenden County Schools, West Elm Street, Marion, Kentucky 42064.
 - b. If to the SUPERINTENDENT, address to: Superintendent, Crittenden County Schools, West Elm Street, Marion, Kentucky 42064.
- 10. **TERMINATION OF EMPLOYMENT CONTRACT.** This Contract may be terminated per the Policies and Procedures of the BOARD or may be terminated by one of the following:
 - a. By expiration of its terms;
 - b. Mutual agreement of the parties; or
 - c. Discharge for cause.

In the event the SUPERINTENDENT wishes to request the BOARD'S agreement for termination of this contract, the SUPERINTENDENT must


give a minimum of six (6) months notice of her intended last day as Superintendent for the Crittenden County School District.

11. **BOARD POLICY.** The SUPERINTENDENT'S duties and obligations are governed by the Policies and Procedures of the BOARD, unless otherwise specifically modified hereinabove. All benefits of the SUPERINTENDENT specifically laid forth in this contract are understood to be exceptions to any general policies which might be in existence for other employees.
12. **SAVINGS CLAUSE.** If, during the term of this contract, it is found that a specific clause of this contract is illegal under federal and/or state law, the remainder of the contract shall not be affected by such a ruling and shall remain in full force and effect.
13. **MISCELLANEOUS.**
 - a. This contract has been executed in the Commonwealth of Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect and the parties hereto agree that venue is proper in Crittenden County Circuit Court.
 - b. Paragraph headings in this contract have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this contract, the text shall control.
 - c. This contract shall be executed in duplicate originals.
 - d. This contract contains all of the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.
 - e. This contract was drafted by the Honorable Brandi D. Rogers, of the law firm FRAZER, ROGERS & PEEK in the capacity of Crittenden County School Board Attorney. The SUPERINTENDENT acknowledges no legal advice has been given concerning this contract by Brandi D. Rogers or the law firm of FRAZER, ROGERS & PEEK. Further, the SUPERINTENDENT acknowledges she has the right to seek and utilize the services of independent legal counsel prior to negotiating and executing this contract. The SUPERINTENDENT acknowledges that she understands the provisions of this contract and that the contract is fair and equitable, and it is being entered into voluntarily.

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this contract to be executed in their respective names, and in the case of the BOARD, by its chairperson, on the day and year first above written.

Christopher E. Cook

CHRIS COOK, Chairperson
Board of Education of Crittenden County


DR. RACHEL YARBROUGH
Superintendent

DR. RACHEL YARBROUGH
Superintendent

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF CRITTENDEN)

Subscribed and sworn to before me by CHRIS COOK, Chairperson, Crittenden County Board of Education, on this the 25 day of Jan, 2012.

Asia Corder
NOTARY PUBLIC
My Commission Expires: 6-30-12

NOTARY PUBLIC

My Commission Expires: 6-30-12

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF CRITTENDEN)

Subscribed and sworn to before me by DR. RACHEL YARBROUGH,
Superintendent, on this the 25th day of January, 2012.

Chaine Whorless
NOTARY PUBLIC
My Commission Expires: 9-19-13

NOTARY PUBLIC

My Commission Expires: 9-19-13

PREPARED BY:

Hon. Brandi D. Rogers
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Attorney for Crittenden County Board of Education